

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>EP-W-06-088</b>		3. EFFECTIVE DATE <b>9/1/06</b>		4. REQUISITION/PURCHASE REQUEST PROJECT NO. <b>PR-HQ-05-12441</b>			
5. ISSUED BY CODE		6. ADMINISTERED BY (if other than Item 5) CODE					
<b>Environmental Protection Agency</b> <b>Information Resources Management Service Center</b> <b>(3803R)</b> <b>1200 Pennsylvania Avenue, N.W.</b> <b>Washington, DC 20460</b>							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>THE BIONETICS CORPORATION</b> <b>11833 CANON BOULEVARD</b> <b>SUITE #100</b> <b>Newport News, VA 23606</b>				8. DELIVERY [ ] FOB ORIGIN [ ] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT <b>N/A</b>			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:		ITEM <b>12</b>	
11. SHIP TO MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE					
<b>If applicable, see Section B of the schedule.</b>		<b>Environmental Protection Agency</b> <b>Research Triangle Park Financial</b> <b>Management Center (D143-02)</b> <b>Research Triangle Park, NC 27711</b>					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Accounting and Appropriation data in Section B</b>			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT						<b>\$562,791.00</b>	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER <b>EVELYN F. STANLEY</b>			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

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26-107

STANDARD FORM 26 (REV 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(a)

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P	DCN	BFYS	NUMBER	ORG	PROGRAM	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT
C	CCC007	05	B	E2E	501E50CAA	00000000		2505	\$117,000.00
C	MSC002	06	B	E2A	501E50C	00000000		2505	\$10,000.00
C	MSC002	06	B	E2A	501E44C	00000000		2505	\$185,000.00

**B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 10,400 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or

option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

## **B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (APR 1984)**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 10 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 14 calendar days after receipt of a work assignment, the Contractor shall submit one copy of a work plan to the Project Officer and one copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 30 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 30 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and

report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

### **B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is \$(b)(4)
- (b) The fixed fee is \$(b)(4)
- (c) The total estimated cost and fixed fee is \$312,000.00.

### **B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

#### OTHER DIRECT COSTS

-----  
 -Travel  
 -Computer Usage  
 -Reproduction/Printing  
 -Postage/fax/courier  
 -Supplies  
 -Graphics/Models  
 -Other Misc., Lab Analysis

	Amount
Base Period	\$ 52,000.00
Option Period I	\$108,726.80
Option Period II	\$115,348.26

### **B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$288,889.00 is allotted to cover estimated cost. Funds in the amount of \$23,111.00 are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through 08/31/07.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included (See Attachment #1)

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

**C.3 LABOR CLASSIFICATION DEFINITIONS**

The contractor shall use the following labor classifications during preparation of staffing plans for all Task Orders.

**Professional Level 5--Typical Title: Expert Witness**

Expert Witness: Provide expert testimony during pre-litigation preparation, depositions, and testimony in Federal courts or administrative hearings. Provides assistance in technical and financial analysis during development and settlement of cases of alleged non-compliance with environmental statutes or regulations. Anticipated subject areas include engineering, especially automotive or petroleum; air pollution impacts; chemistry; economics and financial analysis; accounting; statistics' mathematics' environmental science; and computer science.

Qualifications: A nationally recognized expert in the field or a person who can demonstrate that they have achieved the highest level of competence in the field. A doctorate degree in the field from an accredited institution or equivalent (a Master's degree plus any combination of additional years of specialized work and/or graduate level study in the proposed field of expertise totaling two years; or a Bachelor's degree plus any combination of additional years of specialized work experience and/or graduate level study in the proposed field of expertise totaling four years). Proficient at providing both oral and written testimony.

Experience: Fifteen years or more of experience in a technical field related to the SOW as well as having previously testified in Federal court.

**Professional Level 4--Typical Titles: Program Manager, Senior Chemist, Petroleum Operations Specialist, Accountant**

Program Manager: Oversees all aspects of work performed under the Contract. Ensures that Task Directives (TD's) are assigned to appropriate staff, and

that work is completed in accordance with the requirements of the contract and the respective TD's. Serves as the primary contact for the EPA Project Officer on overall contractual matters.

Qualifications: At least 5 years experience managing activities similar in scope to those required by the Statement of Work. At least some of the experience must have involved the environmental sector; law enforcement; or the petroleum, automobile manufacturing or automobile repair industries. Must have at least a Masters degree or equivalent (a Bachelor's degree plus any combination of additional years of specialized work experience and/or graduate level study in the proposed field of expertise totaling two (2) years).

Experience: Five years or more performing work related to the requirements found in the SOW.

Senior Chemist: Reviews procedures and methods followed by petroleum laboratories. Collects and compiles information which will be used by EPA to determine if the laboratories meet the requirements of relevant statutes and regulations. All compliance decisions will be made by EPA.

Qualifications: a Ph.D. in chemistry or equivalent (a Master's degree plus any combination of additional years of specialized work experience and/or graduate level study in the proposed field of expertise totaling two years; or a Bachelor's degree plus any combination of additional years of specialized work experience and/or graduate level study in the proposed field of expertise totaling four years).

Experience: Five years or more experience in managing a refinery laboratory or an independent laboratory specializing in petroleum testing.

Petroleum Operations Specialist: Monitors and investigates compliance with fuels and other requirements by petroleum refineries, importers and other facilities. Assists EPA in program development, including federal fuels requirements.

Qualifications: A Bachelor's degree in Science, Engineering, business or a related field.

Experience: Five years or more of experience in petroleum operation either at a refinery or an importer or in other business operations related to producing, importing, transporting or testing of petroleum products.

Accountant: Participates in complex compliance reviews and investigations of petroleum facilities. Assists EPA in program development and financial analysis.

Qualifications: a Bachelor's degree in Accounting.

Experience: Five years or more of experience performing account at petroleum facilities.

**Professional Level 3 - Typical titles: Project Manager, Chief Investigator**

Project Manager: Performs less complicated administrative tasks requiring limited evaluation. Works under close supervision of the Program Manager. Schedules work to meet completion dates. Evaluates deliverables. Primary point of contact for EPA on routine contract administration matters.

Qualifications: A Bachelor's Degree, strong administrative skills and a working knowledge of Agency standard software.

Experience: Four years or more of experience performing administrative support for activities similar in scope to those required by the law.

Chief Investigator: Performs and/or coordinates complex investigations requiring strong analytical skills. Must have a keen understanding of the regulations and the investigation process and must be able to communicate this articulately both verbally and in writing. Oversees/advises other inspectors during particularly complex investigations. Reviews investigation reports to ensure that they meet performance standards. Acts as the primary point of contact for EPA on investigations.

Qualifications: A Bachelor's degree, strong analytical skills and strong written and oral communication skills. Working knowledge of therelevant statutes, regulations, and policies.

Experience: Five years or more of experience performing work related to the requirements contained in the SOW.

**Technical Level 3-Typical Titles: Investigator**

Investigator: Investigates non-compliance, gathering information that EPA needs to determine the cause and extent of, and parties liable for, the non-compliance. Organizes the information and writes a narrative report setting out the facts of the case. Operates with little direct supervision, spending 6-10 weeks at a time in the field.

Qualifications: Associates Degree.

Experience: Four years or more of experience performing investigations similar to those required by the statement of work or in the environmental science, petroleum, automobile or heavy equipment manufacturing industries.

**Technical Level 2-Typical Titles: Environmental Technician, Inspector**

Inspector: Monitors and advises field staff on technical matters related to field inspections, performs QA checks of field inspection data, advises PM on technical matters relating to inspections, assists PM with technical, QA and safety training of personnel.

Environmental Technician: Conducts tests and field investigations/inspections involving such tasks as sampling and testing of fuels or inspection of vehicles or other equipment. Operates test instruments and records data. Collects, organizes, and summarizes industry documents relating to environmental compliance. Prepares reports of findings.

Qualifications: Associates Degree, strong technical and computer skills and a working knowledge of Agency standard software.

Experience: Two years or more experience performing investigations similar to those required by the statement of work or in the environmental science, petroleum, automobile or heavy equipment manufacturing industries.

**Technical Level 1-Typical Titles: Engineering Technician II**

Engineering Technician II: Performs routine tests using established methods and records data on a temporary or seasonal basis. Collects, organizes, and summarizes industry documents relating to environmental compliance. Prepares reports of findings.

Qualifications: High School Diploma

**Experience/Education Substitutions:**

a. Any combination of a high school diploma, plus two additional years of experience in the applicable field or full time college level study totaling two years will be an acceptable substitute for an Associates degree.

b. Any combination of a high school diploma, plus four additional years of work experience in the applicable field or full time college level study in the field totaling four years; or, an associates degrees plus two additional years of experience in the applicable field or full time college level study totaling two years will be an acceptable substitute for a Bachelor's degree.

c. A Bachelor's degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Master's degree.

d. A Bachelor's degree plus any combination of additional years of

experience and graduate level study in the proposed field of expertise totaling four years; or a Master's degree plus two years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. degree.

e. Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

**C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT  
(EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A

- Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

**C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG

or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING AND MARKING OF REPORTS/DELIVERABLES**

(a) Packing and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination.

(b) All data and correspondence submitted to the Contracting Officer (CO), the Project Officer (PO) and the Work Assignment Manager (WAM) shall reference:

- 1) name of the contractor, the contract number;
- 2) the task order; and
- 3) the names of the CO and/or contract specialist (CS), PO and WAM

(c) The CO or CS shall receive a copy of all correspondence to either the PO or WAM.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

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U.S. EPA  
ARIEL RIOS BLDG.  
1200 Pennsylvania Ave., N.W.  
Washington, D.C. 20004

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 DELIVERABLES**

(a) The Contractor shall provide deliverables in accordance with the format specified in Attachment Three to the contract entitled "Quality Management Plan". Specific information regarding deliverables will be specified, as will the required delivery dates (s), in each Task Order issued under this contract.

(b) The schedule for completion or work to be performed under this contract will be delineated in each Task Order issued under this contract.

(c) The delivery location for individual work products identified under a given Task Order will be identified in the Task Order. Delivery of all items to the Project Officer shall be made to the address specified under the Section G clause entitled "Contract Administration Representatives", unless otherwise specified in the Task Order.

**F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION**

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or

latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the \_\_\_\_15th\_\_\_\_ of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

<u>Number of Copies</u>	<u>Addressee</u>
1	Project Officer
1	Work Assignment Manager
1	Administrative Contracting Officer

**F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

**F.5 ADDITIONAL REPORTING REQUIREMENTS**

Individual Work Assignments may require additional reporting requirements that will be identified in the work Assignments. As an example, the contractor may be required to provide cost data for each Statement of Work functional category and provide Quality Assurance.

**F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 9/1/06 through \_\_8/31/07 inclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)**

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

**G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block \_12 on the

cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center

(b)(4)

Period	Effective date of the contract until amended
Rate	(b)(4)
Base	
Cost Center	(b)(4)
Period	Effective date of the contract until amended
Rate	(b)(4)
Base	

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer: ROSS RUSKE  
1200 PENNSYLVANIA AVE., N.W.  
WASHINGTON, D.C. 20460

Mail Code: 2242A  
Phone Number: (202)564-1033

Contract Specialist(s) responsible for administering this contract:  
JOANNE BULLOCK  
1200 PENNSYLVANIA AVE., N.W. (3803R)  
WASHINGTON, D.C. 20460

Mail Code: 3803R  
Phone Number: (202) 564-4511

Administrative Contracting Officer:  
EVELYN STANLEY  
1200 PENNSYLVANIA AVE., N.W.  
WASHINGTON, D.C. 20460

Mail Code: 3803R  
Phone Number: (202)564-2648

**G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontractors/consultants:

(b)(4)

**G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes"

clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Work Assignment.

**G.8 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

SEE ATTACHMENT 2

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency  
Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.**

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government

property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

### **3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

### **4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-

furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

## **5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor

shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost\*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

**G.9 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)**

The contract property administrator

Defense Contract Management Agency (DCMA)

DCMAO Baltimore  
 Attn: Chesapeake  
 200 Townsontown Blvd., West  
 Towson, MD 21204-5299

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

All contractor, subcontractor, and consultant personnel are required to wear prominently displayed identification badges at all times when attending meetings, symposiums, and conferences with the general public. The badge shall contain the individual's name, the company and logo. When participating in such meetings (e.g., as a speaker, panel member, instructor), those individuals in the contractor employment must supplement physical identification (e.g., badges, placemarkers) with verbal announcement so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, whenever the contractor is communicating on behalf of the Agency, either in writing, electronically, telephonically, or any other means, it should clearly identify itself as a contractor working on behalf of EPA.

### **H.2 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.3 PRINTING (EPAAR 1552.208-70) (OCT 2000)**

#### *(a) Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the

final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not

considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting

officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational

conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months

of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The

contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a

copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### H.6 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 2 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 10,410 direct labor hours for the first option period and 20,820 for the second. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	09/01/07	08/31/09
Option Period II	09/01/09	08/31/11

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
-----	-----
Option Period I	20,820
Option Period II	20,820

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
OPTION PERIOD I	\$ (b)(4)	\$ (b)(4)	\$1,178,803.00
OPTION PERIOD II	\$	\$	\$1,246,577.00

(d) If this contract contains "not to exceed Amounts" for elements of other direct costs (ODC), those amounts will be increased as follow:

PERIOD	ITEM	BASE AMOUNT
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-----	-----	-----
OPTION PERIOD I	OTHER DIRECT COSTS	\$108,726.80
OPTION PERIOD II	OTHER DIRECT COSTS	\$115,348.26

**H.7 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)  
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (Direct Labor Hours)
-----	-----
Base Period	10,410
Option Period I	20,820
Option Period II	20,820

The Government may issue a maximum of two (2) orders to increase the level of effort in multiples of 5,205 hours during the base period.

The Government may issue a maximum of four (4) orders to increase the level of effort in multiples of 5,205 hours during option periods.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period	\$ (b)(4)	\$ (b)(4)	\$284,495.00
Option Period I	\$	\$	\$603,270.00
Option Period II	\$	\$	\$639,179.00

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

PERIOD	ITEM	BASE AMOUNT	OPTIONAL
-----	-----	-----	-----
BASE PERIOD	OTHER DIRECT COST	\$ 52,000.00	\$26,000
OPTION PERIOD I	OTHER DIRECT COST	\$108,726.80	\$54,363
OPTION PERIOD II	OTHER DIRECT COST	\$115,348.26	\$54,674

**H.8 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS industry subsector(s)	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners and team members)			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section - SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

#### **H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.10 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the

contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.12 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.13 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)**

As provided in paragraph (a)(1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

#### **H.14 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is

responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**H.15 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by

whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.16 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.18 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the

contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor

employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.19 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

## **H.20 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the

recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.21 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.22 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

	Program Manager:	(b)(4)
	Project Manager:	
	Inspector:	
	Investigator:	
	Environmental Technician:	

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.24 GOVERNMENT - CONTRACTOR RELATIONSHIPS**

(a) The Government and the Contractor understand and agree that the services to be provided under this contract by the Contractor to the Government are non-personal services, and the parties recognize and agree that no employer-employee relationships exists or will exist under the contract between the Government and the Contractor's employees. It is therefore in the best

interest of the Government to afford the parties a full and complete understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a Federal Official, or are under the supervision, direction, or evaluation of a Federal Official.

2. Be placed in a staff or policy-making position supporting Government personnel under this contract.

3. Be placed in a position of command, supervision, administration or control over Government personnel.

#### **H.25 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONEL (FAR 52.204-9) (JAN 2006)**

a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

The requirements of HSPD-12 are implemented through the Federal Information Processing Standards Publication (FIPS) 201 and guidance from OMB policy memorandum m-05-24, dated August 5, 2005. These policies require personal identity verification (PIV) and suitability determinations (background investigation) for all affected contractor and subcontractor personnel before issuance of a PIV Card (badge) when contract performance requires contractors to have physical access to a Federally controlled facility or access to a Federal information system.

In compliance with Federal requirements, FAR clause 52.204-9, Personal Identity Verification of Contracting Personnel (January 2006). The FAR requires agencies to include their PIV procedures for contractor personnel that implement HSPD-12, FIPS PUB 201 and OMB guidance M-05-24, dated August 5, 2005, in solicitations and contracts that require the contractor to have physical access to a Federally controlled facility or access to a Federal information system. The FAR will also have an associate FAR clause "Personal Identity Verification of Contractor Personnel" that requires the contractor to comply with agency PIV procedures of contractor personnel that implement HSPD-12.

#### **c) Contractor Requirements for Personal Identity Verification of Contractor Personnel.**

All individual contractor and subcontractor employees (hereafter

referred to as "contractor") whose work under the contract requires physical access to an EPA controlled facility or logical access to an EPA information system for six months or longer, must be prepared to submit to a national Agency Check with Inquiries (NACI) or higher level investigation, if required in the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and provide fingerprints. Only contractor employees who work on-site at the Agency for at least 24 hours a week for 6 months or longer will be eligible to receive credentials (Identification badge).

Contractor employees who have a favorably adjudicated Federal background investigation at the NACI level, or above, completed within the past 5 years, will not require an additional investigation unless one is requested by the contracting officer or the contracting officer's representative (COR). However, these employees must still submit an SF 85P, but need only provide their name and social security number. All contractor employees must be fingerprinted at an EPA authorized site.

During performance of this contract, in accordance with EPA's master implementation plan, the contractor will be notified that a NACI, or higher level investigation, and fingerprints are required under the contract. At that time, contractor employees will be required to submit a completed SF 85P. The contractor will be instructed of the date, place, and time for fingerprinting. The SF is available on line at:

<http://www.opm.gov/Forms/html/sf.asp>

The contractor employee must appear in-person at least once before the issuance of a PIV credential. When reporting in person to the EPA facility for fingerprinting, contractor employees must provide two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document shall be valid State or Federal government-issued picture identification (ID).

**EPA Contractor Badges.** Until notified by the contracting officer or COR of the implementation of the PIV and suitability requirement for this contract, contractor employees will be issued EPA Contractor

Identification badges.

**Foreign Nationals.** Contractor employees who are foreign nationals requiring physical access to an EPA controlled facility, or access to

EPA information system for longer than six months, must submit an SF 85P and have their fingerprints taken at an EPA facility, as noted above. In addition, foreign nationals must submit proof of their official legal status in the U.S., and continuous residency for the prior two years from date the SF 85P is submitted to EPA.

**6 months or Less.** Contractor employees requiring physical access to an EPA controlled facility or access to an EPA information system *for less than 6 months* may be subject to the same requirements, as discussed. However, at a minimum, these contractor employees must have their fingerprints taken, but not required to submit a completed SF 85P, unless notified by the COR. These contractor employees may have limited and controlled access to facilities and information systems.

NOTE: Information contained on the SF-85P forms may demonstrate that the employee is not suitable to be given access to an EPA facility or EPA information system. The contractor should be aware that information on the SF 85P will be screened by EPA. For individuals with admitted derogatory information, issuance of a provisional credential may be delayed pending further investigation. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Any contractor employee found unsuitable to perform as a result of screening or suitability determinations shall be immediately replaced by the contractor.

The following are possible "red flags":

Employment - Having been fired from a previous job, or having left under

unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);

Selective Service - Failure to register with Selective Service System; this applies to male applicants or after December 31, 1959 (Question 17 on the SF 85P);

Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrest that demonstrates disregard for the law (Question 20 on the SF 85P);

Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P)

b) When the contractor Program Manager (PM) is notified of the implementation of the PIV and Suitability of Contractor Personnel, the PM shall submit to the EPA COR, the following summary information, in addition to the required individual information, discussed above:

- \* Contract number
- \* Name, address and phone number of contractor with point of contact
- \* Names of all contractor employees submitting an SF 85P.
- \* Names of contractor employees claiming to have previous favorably adjudicated Federal background investigation on record.

c) All PIV Cards (badges) must be returned to the COR or EPA badging office at the conclusion of the contract, or when contractor on-site services are no longer required. Failure to return all credentials will result in a cost of \$15 per badge/credential.

d) This requirement must be incorporated into all subcontracts wherein employees whose work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system, for longer than six months.

e) Contractors and their employees have the right to appeal the determination to deny or revoke credentials. The contractor will submit their appeal to the COR. Once EPA has issued a decision on the appeal, it is final and not subject to further appeal.

f) Definitions:

"EPA information system" means - an information system [44 U.S..C.3502(8)] used or operated by EPA, or a contractor of EPA or other organization on

behalf of the agency.

"EPA Controlled Facilities" means -

EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody of the agency;

EPA or Federally controlled commercial space shared with only government tenants. For example, if a department or agency leased the 10<sup>th</sup> floor of a commercial building, the Directive applies to the 10th floor only; and Government-owned contractor-operated facilities, including laboratories.

The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal employees are hosted unless specifically designated as such by the sponsoring department or agency.

## **H.26 CONTRACTOR ACCESS TO CONFIDENTIAL BUSINESS INFORMATION**

The following applies to any and all tasks under which the contractor may or will have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR Part 2, Subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the CBI submitters, of disclosure to the contractor.

## **H.27 SPECIAL REPORTING REQUIREMENTS FOR REGULATORY ASSISTANCE**

For any tasks order which requires the contractor to provide regulatory assistance support services, the contractor shall:

- a) submit reports that contain recommendations and explain and rank policy action alternatives, if any;
- b) describe what procedures were used to arrive at or which support the contractor's recommendations;
- c) summarize the substance of their deliberations;
- d) report any dissenting views;
- e) list sources relied upon; and
- f) otherwise make clear the methods and consideration upon which the contractor's recommendations are based.

The Contracting Officer will specify whether this clause is applicable to the work encompassed by any particular task order.

#### **H.28 ENFORCEMENT SENSITIVE INFORMATION**

In order to perform tasks under this Contract and/or Task Orders issued under this contract, the contractor, after all proper procedures and conditions have been satisfied, may have access to enforcement sensitive information. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or task order, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law.

All contractor personnel, including but not limited to, subcontractor and consultant personnel as described above, are expected to exercise due diligence in safeguarding, handling or disposing of any such information. Questions concerning this provision should be directed to the Contracting Officer.

#### **H.29 EPA SPONSORED MEETING AND WORKSHOPS**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

**H.30 CORPORATE CHANGES**

The Contractor shall provide the Contracting Officer copies of all correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolutions, and changes in corporate personnel or other policy that effect this contract. Potential buy-out scenarios, actual buy-outs, sales, mergers, and dissolutions shall disclosed in writing to the Contracting Officer as soon as possible.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2005	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN

52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2005	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-25	OCT 2003	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (MAR 2005) ALTERNATE II (JUL 2005)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.20404) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

**I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.4 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE I (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting

Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access

does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost and Pricing Data required).\_\_\_\_\_

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-42) (JAN 1997) ALTERNATE I (OCT 1995)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) IF (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being

submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

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(1) The Contractor shall submit cost or pricing data on Standard Form(SF)1411, Contract Pricing Proposal Cover Sheet(Cost or Pricing Data Required), with supporting attachments prepared in the following format:

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(2) As soon as practical after agreement of price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

#### **I.6 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003) (FAR 52.219-23) (APR 2006) ALTERNATE I (JUL 2005)**

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ [*Contracting Officer insert the percentage*] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not

waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

#### **I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
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Environmental Technician	GS-9
Engineering Technician II	GS-7
Documentation Preparation Clerk	GS-4

#### **I.8 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222-49) (MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the

solicitation, wage determinations have also been requested for the following: (Not Applicable). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by **fifteenth day from the date of issuance of the solicitation.**

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

**I.9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)**

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Contracting Officer.

**I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

**I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004) (FAR 52.244-6) (DEC 2004)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition

## Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## **I.12 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the

Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the

time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage

organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or

authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **I.13 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is

not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

#### **I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

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-

[ Insert one or more Internet addresses ]

**I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	Mobile Source Enforcement
2	GOVERNMENT FURNISHED PROPERTY "AS IS"
3	QUALITY ASSURANCE MANAGEMENT PLAN
4	Invoice Instructions

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-05-12441 are incorporated into this contract by reference.

ATTACHMENT 1

MOBILE SOURCE ENFORCEMENT

ATTACHMENT 1

Mobile Source Inspection Contract

STATEMENT OF WORK

## I. BACKGROUND

### A. Overview

The Mobile Source Enforcement Branch (MSEB) of the U.S. Environmental Protection Agency enforces and assists in compliance with the mobile source provisions of the Clean Air Act. The Clean Air Act differentiates between two types of sources of air pollution: stationary sources, such as power plants or factories, and mobile sources, such as cars and trucks. Mobile sources also include nonroad equipment, which is equipment not intended for use on the highway, ranging from weed eaters to supertankers. MSEB deals predominantly with the mobile source provisions of the Clean Air Act, contained in Title II.

Unlike most EPA programs, in which enforcement is delegated to the states, Mobile Source Enforcement is centralized at the federal level. Because it is a centralized program, MSEB employees are responsible for mobile source enforcement and compliance assistance activities from beginning to end. MSEB's activities include: developing Clean Air regulations and policies, assisting regulated parties in interpreting them, targeting and conducting inspections and investigations, notifying regulated parties when they fail to comply with the statutes and regulations, negotiating settlements with them, and bringing suit in administrative hearings, and referring cases to the Department of Justice for resolution in Federal District Court.

MSEB's activities are implemented under the authority and in accordance with the authority granted to it by Congress in the Clean Air Act. MSEB, in conjunction with EPA's Office of Air and Radiation (OAR) is also charged with developing regulations that elaborate on the Clean Air Act. The regulations that MSEB assists to develop and enforces generally fall into 2 categories: those that regulate vehicles, equipment or engines; and those that regulate fuels or fuel additives. On the engines side, regulated parties include: motor vehicle manufacturers, dealers, repair shops and fleets; non road equipment manufacturers, importers, dealers, repair facilities; and individual car, truck and equipment owners. On the fuels side, regulated parties include everyone in the gasoline refining and distribution chain from refiners to retail outlets.

MSEB and its predecessor organizations have utilized contractor support since 1978. Currently, MSEB's contractor responsibilities consist primarily of monitoring compliance with the mobile source provisions. However, other contractor activities have included EPA programs such as motor vehicle air conditioning inspections under Title VI of the Clean Air Act, underground storage tank inspections under RCRA and stationary enforcement under Titles I, III, IV, and V of the Clean Air Act.

### B. Confidential Business Information (CBI)

In order to complete the work required by individual work assignments, the Contractor may require access to data or information that has been

claimed by an outside party as Confidential Business Information (CBI). The Contractor shall abide by the CBI requirements of this contract, including EPAAR 1552.235.70, "Screening Business Information for Claims of Confidentiality" and 1552.235-71, "Treatment of Confidential Business Information" and EP 52.235-10, "Release of Contractor Confidential Business Information," which are incorporated by reference.

#### C. Identification of Contractor Personnel

Individual work assignments may require the Contractor to contact Federal, local agency or business personnel and the general public. To preclude any likelihood that Contractor staff could be assumed to be EPA employees or improperly representing EPA, Contractor personnel shall identify themselves orally by their name and organization and physically display this information by wearing badges or other identification whenever they participate in activities, such as inspections, audits, meetings, or training sessions, with EPA, Federal, State or local personnel or with the public.

### II. FUNCTIONAL CATEGORIES

The following task areas describe the type of work the Contractor shall perform under this Statement of Work, as required by individual work assignments. The contractor shall perform this work in support of MSEB, other Headquarters offices, other Federal Agencies or State or local government agencies as specified in the work assignment. An individual work assignment may include any one or a combination of the tasks reflected in the categories.

The Contractor shall adhere to its Quality Management Plan during the performance of all work under this contract. The Contractor shall also submit any changes to the plan during the course of the Contract to EPA for approval.

- |                   |   |
|-------------------|---|
| A.                | Inspections/Investigations                          |
|                   | 1. Fuels Inspections                                |
|                   | 2. Vehicle and Engine Inspections                   |
|                   | 3. Stationary Source Inspections                    |
|                   | 4. Other Inspections                                |
| B.                | Audits  |
|                   | 1. Refinery Audits                                  |
|                   | 2. Laboratory Audits                                |
|                   | 3. Engine Audits                                    |
| C.                | Summary and Analysis of Reports Submitted to EPA by |
| Regulated Parties |   |
| D.                | Enforcement Case Support                            |
| E.                | Laboratory Support                                  |
| F.                | Enforcement Program Development &                   |
| Implementation    |   |

### III. APPLICABLE DOCUMENTS

Document Available at The Clean Air Act, as amended in 1990

<http://www.epa.gov/oar/caa/contents.html>  
 40 Code of Federal Regulations Parts 79, 80, 85, 86, 89-92,94,1039, 1048, 1051, 1065, 1068  
<http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200540>  
 EPA's Mobile Source Enforcement Programs  
<http://www.epa.gov/compliance/civil/caa/caaenfprog.html#mobile>  
 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER) <http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200529>  
 EPA Order 3500.1, Basic Inspector Training  
<http://intranet.epa.gov/oeca/oc/campd/inspector/training/3500/media.html>  
 1  
 EPA Order 1440.2, Health and Safety Requirements for Employees Engaged in Field Activities  
[http://intranet.epa.gov/oeca/oc/campd/inspector/health/1440\\_2.pdf](http://intranet.epa.gov/oeca/oc/campd/inspector/health/1440_2.pdf)  
 Nonroad Engine/Equipment Importer Enforcement Alert  
<http://www.epa.gov/Compliance/resources/newsletters/civil/enfalert/engines.pdf>  
 Motorcycle Enforcement Alert  
<http://www.epa.gov/Compliance/resources/newsletters/civil/enfalert/scooteralert0801.pdf>

#### IV. WORK AREAS

The following work areas describe the type of work the Contractor will be required to perform under this Statement of Work, as required by individual work assignments. The work shall support ORE, other Headquarters Offices, and Regional Offices as specified in the work assignment by the Project Officer and/or Work Assignment Manager. A schedule of tasks and deliverables will be specified in each work assignment. Unless otherwise specified in the work assignment, the end product for each work assignment shall be delivered in an agency standard software format consistent with the contents of the product. The Contractor shall begin using new EPA standards within one month of adoption by EPA. Past experience has shown that standards change about once every two years. EPA will provide updated lists of the current standards to the contractor on a regular basis. Some of the current standards include the following:

Wordprocessing	Microsoft Word
Spreadsheet	Microsoft Excel
Database	Microsoft Access
	FileMaker Pro

EPA will make all final determinations, judgements and decisions under the contract. EPA will carefully and critically review all analyses, drafts, options, and assessments prepared by the contractor prior to EPA making its final determination.

In no event shall the contractor provide legal services or offer any legal interpretation under this contract without the prior written approval of the Office of General Counsel.

## A. Inspections/Investigations

The contractor shall support EPA in conducting facility and field inspections to help EPA determine compliance with applicable Federal, State, and local requirements or in support of enforcement activities.

The Contractor shall perform inspections and investigations as specified in the individual work assignment. The Contractor shall select inspection candidates based on a neutral administrative scheme provided by EPA in the work assignment. The Contractor shall also inspect specific facilities as directed by EPA. Most inspections shall involve one or more of the following: collection, testing and analysis of samples; inspection of facilities and/or equipment; collection, audits, compilation & analysis of records, and other related tasks. In most cases, EPA will direct the Contractor to provide both raw data from the inspection/investigation and a report summarizing the inspection/investigation and any observations, findings and conclusions.

Unless otherwise specified by EPA, the Contractor shall provide all equipment, supplies, software, travel, training, and other materials necessary to complete inspections, investigations and related activities. Some government-furnished property (including testing equipment) is being furnished on an "As Is" basis (see applicable Section G clause). The Contractor shall ensure that all personnel performing inspections and investigations meet the requirements of EPA Order 3500.1, basic inspector training, EPA Order 1440.2, Health and Safety Requirements for Employees Engaged in Field Activities, of 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response and any program specific training specified in the work assignment before conducting the inspections. Each Contract inspector shall possess an authorization and/or credential to establish legal right-to-entry and identity before conducting inspections.

If the Contractor finds evidence of possible non-compliance, the Contractor shall, unless otherwise directed by EPA, collect and provide to EPA all evidence which EPA will need to determine the cause and extent of the non-compliance and to determine liability for the non-compliance. EPA may also direct the Contractor to investigate non-compliance which has come to its attention by means other than an inspection performed by the Contractor.

If EPA decides to bring an enforcement action based upon the information provided by the Contractor, the Contractor personnel who conducted the inspection and/or investigation shall, if so directed by EPA, provide testimony during resulting depositions, hearings or other judicial proceedings. These proceedings may occur as much as five years or more after the date of the inspection/investigation. This work area, "A. Inspections/Investigations," is estimated (subject to change) to account for approximately 80% of the total contract effort.

The Contractor does not make compliance determinations. While performing inspections, Contractor personnel shall clearly identify themselves as Contractors and shall direct any questions regarding compliance status to the proper contact at the EPA. Contractors shall report to EPA any results, observations, and other facts relevant to a facility such that

EPA can make the final determination.

Each work assignment will specify the types of tasks which the Contractor may be required to perform. Examples of the types of inspections which EPA may require are as follows:

#### 1. Fuels Inspections

Monitor compliance with the fuel and fuel additive requirements promulgated under section 211 of the Clean Air Act. These requirements are promulgated at 40 CFR parts 79 and 80 and include the reformulated gasoline and antidumping provisions, the low sulfur gasoline and diesel provisions, the gasoline volatility provisions, the detergent provisions, the fuel and fuel additive registration provisions, and the flow rate provisions, among others. Most inspections/investigations will occur at fuel distribution facilities ranging from the refinery/importer to the retailer or commercial end user (wholesale purchaser-consumer), but may also occur at independent laboratories or other locations.

Tasks--most of these inspections will involve either or both of the following:

##### (1) Inspection--

a. Record in one of the Agency Standard Relational Database formats data concerning the inspection, the facility being inspected, any samples collected, and the results of any tests performed.

b. Collect representative fuel or fuel additive samples, usually from storage tanks at refineries, terminals, retail outlets, or fleet operators, but possibly from a vehicle fuel tank, a tanker truck, barge, or other location.

c. Accurately and precisely test the samples on the spot ("field screening") for one or more parameters. The contractor shall provide technical support for determining the most efficient way to field screen such parameters as benzene, vapor pressure, distillation points, sulfur content, olefins content, aromatics content, oxygen content, oxygenates and cetane index. The Contractor shall, unless otherwise directed, use test methods specified in 40 CFR part 80 or, with advance approval from EPA, use methods that have been correlated to these methods, to perform all fuels field screening.

d. When field screening results fail to meet certain EPA-specified criteria indicating possible non-compliance, collect and send duplicate samples to EPA for laboratory analysis (or EPA may task the Contractor to perform laboratory testing of the samples--see section entitled "Laboratory Support").

##### (2) Investigation--

When field screening indicates possible non-compliance, or as directed by EPA, collect and compile records which will enable EPA to determine the extent and cause of, and parties liable for, any non-compliance. Prepare an investigation report (see attached Description of Deliverables) and submit it

to EPA.

(3) Refiner/Importer Compliance Review-

As directed by EPA, review refiner and importer records to verify their claims regarding compliance with the fuels regulations under 40 CFR parts 79 and 80 including the reformulated gasoline/antidumping regulations, the gasoline and diesel sulfur regulations, the mobile source air toxics regulations as well as other fuels regulations. Obtain copies of all records that EPA will need to determine compliance with these regulations. If this review uncovers that refiners or importers based their compliance calculations on inaccurate information, recalculate compliance figures using the most accurate information available. Prepare and submit to EPA an investigation report (see attached Description of Deliverables).

Deliverables:

a. Inspection Data-The Contractor shall record and submit to EPA data recorded in a standard database format concerning each inspection and investigation.

b. Investigation Reports-The Contractor shall submit an investigation report to EPA for each inspection at which field screening indicates possible non-compliance, and for each Refiner/Importer Compliance Review or as otherwise directed by EPA.

c. Fuel Samples-The contractor shall send a duplicate sample to EPA of each sample which indicated possible non-compliance during field screening. The contractor shall maintain a quality assurance program to assure field to laboratory test result correlation.

2. Vehicle and Engine Inspections

Monitor compliance of vehicles and engines with the requirements of the mobile source regulations promulgated at 40 CFR parts 85, 86, 89 through 92, and 1039 through 1068, as well as acts that are directly prohibited (such as emission control tampering) under Title II of the Clean Air Act. Support EPA in enforcement of these provisions.

Tasks-most of these inspections will involve either or both of the following:

1. Inspection-

a. Record in the applicable Agency Standard Relational Database format and inspection form any data concerning the inspection, and the facility and equipment being inspected.

b. Inspect motor vehicles, motorcycles, recreational vehicles, non-road engines, including construction equipment, lawn and garden equipment, marine engines, locomotives, or other equipment for compliance with applicable requirements.

2. Investigation-when engines or emission control devices fail to meet EPA-specified criteria indicating non-compliance, or as otherwise directed by EPA

a. Collect records from vehicle and engine manufacturers, importers, wholesalers, auctioneers, retailers, fleet operators, repair facilities, or vehicle and engine owners which will enable EPA to determine the extent, and cause of, and parties liable for, any non-compliance.

b. Record any information, including photographs, which is necessary to describe the facility and equipment.

c. Verify the certification status with the appropriate vehicle or engine manufacturer.

d. Compile and analyze the documents.

e. Collect vehicle, engine, or parts samples for analysis at EPA, Contractor, or other facilities. This task may require purchase and shipping for the vehicle, engine, or parts samples.

f. Prepare an Inspection/Investigation Report (see Description of Deliverables, attached) and submit it, along with any records collected from the facility, to EPA.

#### Deliverables:

a. Inspection Data-record in the applicable Agency Standard Relational Database format and inspection form and submit unless otherwise indicated to EPA for each inspection, investigation, or compliance review.

b. Inspection/Investigation Reports-The Contractor shall submit an inspection, investigation or compliance review report to EPA for each non-road inspection or compliance review where non-compliant equipment is found, or as otherwise directed by EPA.

c. Other Physical Evidence-EPA may direct the Contractor to collect photographs or, on occasion, other physical evidence as part of a vehicle or engine inspection or investigation.

### 3. Stationary Source Inspections

Tasks-most Stationary Source inspections will involve either of the following:

1. New Source Review/Prevention of Significant Deterioration (NSR/PSD) Inspections under the Clean Air Act, Title I, part C. Collect, compile and possibly analyze information at refineries (and possibly power plants or other facilities) concerning compliance with the NSR/PSD regulations.

2. Motor Vehicle Air Conditioning Inspections. Inspect automobile repair facilities, commercial or municipal fleets or other facilities to monitor compliance with the motor vehicle air conditioning provisions in section 609 of the Clean Air Act and the regulations promulgated thereunder.

#### Deliverables:

a. Inspection Data-as specified in the work assignment, record in one of the Agency Standard Relational Database formats and submit to EPA data from each inspection/investigation

b. Inspection/Investigation Reports-as specified in the work assignment, the Contractor shall submit an inspection/investigation report to EPA for each stationary source inspection

c. Other Physical Evidence-Occasionally, as part of a stationary source inspection, the Contractor shall collect physical evidence, such as a sample of air conditioning fluid being offered for sale by a retailer.

#### 4. Other Inspections

Tasks-The Contractor shall provide support in performing other types of inspections, such as:

1. Underground Storage Tank (UST) Inspections. Inspect underground storage tanks and tank systems at gasoline retail outlets or WPC facilities to monitor compliance with the UST provisions in the Resource Conservation and Recovery Act, 42 U.S.C. §6928(a) and any regulations promulgated thereunder.

2. MTBE Phase down/Phase out Inspections. EPA has published an Advanced Notice of Proposed Rulemaking (ANPRM) to reduce or eliminate the use of Methyl Tertiary Butyl Ether (MTBE) as a fuel additive in gasoline (65 FR 16093, March 24, 2000). EPA may require contractor support in testing gasoline samples to monitor compliance with these regulations under the Toxic Substances Control Act (TSCA).

3. Targeting. The contractor shall perform targeting exercises such as internet searches to determine inspection priorities or to develop information on EPA regulated parties.

4. Conduct Training or Other Assistance. The contractor shall conduct training for other government agencies or groups, on compliance with EPA requirements. The contractor shall assist EPA or other government agencies in compliance monitoring activities.

5. Other Inspections. Examples include monitoring compliance with other environmental statutes such as the Safe Drinking Water Act or the Clean Water Act or with fuel quality requirements, or with consent decree requirements.

#### Deliverables:

a. Inspection Data-The Contractor shall record and submit data from each inspection/investigation either in one of the Agency Standard Relational Database formats or on a paper checklist as indicated in the work assignment.

b. Inspection/Investigation Reports-As specified in the work assignment, the Contractor shall submit an inspection/investigation report to

EPA for each inspection other than fuels, non road, in-use or stationary source

c. Other Physical Evidence-Occasionally, EPA may require the Contractor to collect physical evidence as part of these inspections/investigations.

d. Training-As directed provide applicable training with materials as needed.

#### B. Enforcement Case Support

The contractor shall provide technical and administrative support to assist in the preparation of specific enforcement cases where the Federal or State governments are developing or have filed a complaint against an individual or facility for violation of Federal or state environmental statutes. The contractor shall abide by the following special considerations in performing this work: proper handling of enforcement sensitive and confidential business information in accordance with all EPA regulations, contract clauses, and applicable Federal and State requirements, and assurance that no actual or potential conflicts of interest exist concerning the Contractor, its employees, consultants, or subcontractors. The Contractor shall not provide legal services or legal interpretation. This work area is estimated (subject to change) to account for approximately 5% of the total contract effort. Examples of the types of tasks which EPA may include in individual work assignments include:

a. Technical/Expert Testimony. Provide at short notice anywhere within the United States technical/expert witnesses that have the verifiable experience and/or credentials to persuasively and successfully testify during depositions, hearings, public meetings or other types of judicial proceedings. Anticipated subject areas include engineering, especially automotive or petroleum; air pollution impacts; chemistry; economics and financial analysis; accounting; statistics; mathematics; environmental science; and computer science. Contractor personnel who performed the inspection or investigation shall be required to provide testimony as needed. The Contractor shall be prepared to provide oral and/or written testimony.

b. Court Reporting. Provide court reporting services at short notice anywhere within the United States.

c. Litigation Report Support. Collect, compile and index information relevant to preparation of litigation reports which will be prepared by EPA. The Contractor shall not prepare litigation reports.

d. Economic Benefit Analysis. Provide technical support to EPA regarding the economic benefit of non-compliance or delayed compliance with environmental regulations.

e. Ability-to-pay Analysis. Review and analyze financial records to help EPA determine the ability of a respondent to mitigate environmental harm, return to compliance and pay financial penalties. EPA may require the Contractor to use EPA financial analysis models to perform this review.

f. Other Case Support Tasks. Review, analyze, compile, or index records; compile data; and other tasks in support of litigation or other EPA enforcement efforts.

Deliverables:

- a. Testimony (written or oral)
- b. Court reporting pages
- c. Economic benefit reports
- d. Ability to pay reports
- e. Completed record or report compilations

C. Laboratory Support

The Contractor shall provide laboratory support to analyze samples collected by the Contractor, EPA and its representatives specific to this statement of work, and report the work as specified in each individual work assignment and in accordance with the following requirements: 1) All laboratory tests and measurements shall be performed in accordance with applicable permit requirements or EPA approved methods and procedures set forth in 40 CFR 80 unless otherwise specified in the work assignment; 2) Contractor laboratory capacity shall be verified through EPA inspection, analysis of periodic performance or QA samples, and EPA approval of quality assurance plans. The Contractor shall retain for five years all records and samples which are part of an ongoing investigation. The work under this area is estimated (subject to change) to account for approximately 10% of the total contract effort.

Tasks--Examples of tasks that EPA might direct the Contractor to perform include:

1. Accurately analyze fuel samples collected by the Contractor or provided by EPA for properties specified in the individual work assignment. Examples of properties that may require contractor support on a fixed price basis include the following:

Test Type Option Period II	Number of Samples			
	Base Period Total		Option Period I	
API gravity	200	200	100	500
Reid vapor pressure	1,000	1,000	500	2,500
distillation	1,000	1,000	500	2,500
cetane index	50	50	25	125

sulfur	2,000	2,000	1,000	5,000
phosphorus	10	10	5	25
metals concentration	20	20	10	50
oxygenates	200	200	100	500
aromatics	200	200	100	500
olefins	200	200	100	500
Benzene	200	200	100	500
Detergents	10	10	5	25
Total	5,090	5,090	2,545	12,725

2. Test the emissions effects of aftermarket motor vehicle or engine parts.

3. Perform motor vehicle or engine emissions testing according to EPA regulatory requirements.

Deliverables: usually will consist only of lab data, but might include reports, especially for motor vehicle and engine emissions testing.

a. Laboratory data

b. Reports

#### D. Enforcement Program Development and Implementation

The Contractor shall provide technical support for various regulatory development, policy development, program development and outreach activities in response to events such as new legislation, changes in the regulated community, or newly available information. The work under this area is estimated (subject to change) to account for 5% of the total contract effort. The following represents the type of tasks which the Contractor may be required to perform as specified in individual work assignments.

a. Provide engineering analysis concerning the technical soundness of petitions by regulated parties.

b. Collect and analyze information, and make recommendations to assist EPA in developing or changing policies and regulations.

c. Recommend new or modified enforcement procedures and protocols.

d. Compile lists of options for reducing the procedural and paperwork burden associated with the collection of information from the regulated community.

e. Use enforcement data and other sources to assess rates of compliance.

f. Transcribe verbal comments and catalog, index, and summarize all comments received in response to public notification about program initiatives.

g. Provide information to support Information Collection Requests (ICR's) and other evaluations such as impacts on small businesses.

h. Distribute written information provided by EPA to regulated parties, usually during an inspection or investigation.

Deliverables: Individual work assignments may direct the Contractor to provide as a result of these activities various reports, including: draft procedures; protocols; policy, regulatory, or compliance assistance recommendations; transcriptions and/or summaries of comments.

ATTACHMENT 2

GOVERNMENT FURNISHED PROPERTY "AS IS"

PROP TAG NO.	DESCRIPTION (MODEL/PART NUMBER)	SERIAL NUMBER	ACQUIS MANUFACTURER	ACQUIS NO.	COND DATE	
933234	Vapor Pressure Tester	CCA-VPS, M# 10121	Grabner Instruments	201-210	03/19/90	5
933238	Vapor Pressure Tester	CCA-VPS, M# 10121	Grabner Instruments	201-206	05/30/90	5
933241	Vapor Pressure Tester	CCA-VPS, M# 10121	Grabner Instruments	201-260	05/30/90	5
933242	Vapor Pressure Tester	CCA-VPS, M# 10121	Grabner Instruments	201-270	05/30/90	5
933243	Vapor Pressure Tester	CCA-VPS, M# 10121	Grabner Instruments	201-256	06/19/90	5
	Quantity On Hand:	5				
933244	MiniGard II Combustible Gas & Oxygen Indicator, M#474000		Mine Safety Appliances (MSA)	None	08/03/90	8
933245	MiniGard II Combustible Gas & Oxygen Indicator, M#474000		Mine Safety Appliances (MSA)	None	08/03/90	8
933246	MiniGard II Combustible Gas & Oxygen Indicator, M#474000		Mine Safety Appliances (MSA)	None	08/03/90	8
933247	MiniGard II Combustible Gas & Oxygen Indicator, M#474000		Mine Safety Appliances (MSA)	None	08/03/90	8
933248	MiniGard II Combustible Gas & Oxygen Indicator, M#474000		Mine Safety Appliances (MSA)	None	08/03/90	8
933249	MiniGard II Combustible Gas & Oxygen Indicator, M#474000		Mine Safety Appliances (MSA)	None	08/03/90	8
C01	MiniGard II Combustible Gas & Oxygen Indicator, M#474000		Mine Safety Appliances (MSA)	None	05/31/89	8
	Quantity On Hand:	7				
523-110	Horiba Model SLFA-20Sulfur-in Oil Analyzer, M# 357096 w/case		Horiba Instruments Inc.	8904010104L	09/19/96	4
017-015	Sindie 7039 Sulfur-In-Oil Analyzer		Horiba Instruments Inc.	BT-050815028	11/15/05	4
	Quantity On Hand:	2				
523-117	PetroSpec Oxygenates/Aromatics Fuel Analyzer, Model # GS-1000+ w/case		PetroSpec Inc.	5500060	10/09/96	4
523-118	PetroSpec Oxygenates/Aromatics Fuel Analyzer, Model # GS-1000+ w/case		PetroSpec Inc.	5500079	10/09/96	4
523-119	PetroSpec Oxygenates/Aromatics Fuel Analyzer, Model # GS-1000+ w/case		PetroSpec Inc.	5500097	10/09/96	4
523-120	PetroSpec Oxygenates/Aromatics Fuel Analyzer, Model # GS-1000+ w/case		PetroSpec Inc.	5500100	10/09/96	4
523-121	PetroSpec Oxygenates/Aromatics Fuel Analyzer, Model # GS-1000+ w/case		PetroSpec Inc.	5500110	10/09/96	4
523-122	PetroSpec Oxygenates/Aromatics Fuel Analyzer, Model # GS-1000+ w/case		PetroSpec Inc.	5500116	10/09/96	4
	Quantity On Hand:	6				
C22	Power Inverter, Model# SI-250	Exeltech, Inc.	619		12/21/94	4
C24	Power Inverter, Model# SI-250	Exeltech, Inc.	730		02/14/95	4
C25	Power Inverter, Model# SI-250	Exeltech, Inc.	3866		09/14/93	4
C26	Power Inverter, Model# SI-250	Exeltech, Inc.	3446		09/14/93	4
523-115	Power Inverter, Model# SI-250	Exeltech, Inc.	6365		09/19/96	4
523-116	Power Inverter, Model# SI-250	Exeltech, Inc.	8670		09/19/96	4
523-184	Power Inverter, Model# SI-500 (sub for SI 250)	Exeltech, Inc.	3797		04/29/98	4
	Quantity On Hand:	7				
523-155	Power Inverter, Model# PP300AC	Whistler Corporation	144585		01/26/98	4
523-156	Power Inverter, Model# PP300AC	Whistler Corporation	144587		01/26/98	4
523-157	Power Inverter, Model# PP300AC	Whistler Corporation	144673		01/26/98	4
523-158	Power Inverter, Model# PP300AC	Whistler Corporation	148685		01/26/98	4
523-159	Power Inverter, Model# PP300AC	Whistler Corporation	148688		01/26/98	4
523-160	Power Inverter, Model# PP300AC	Whistler Corporation	148689		01/26/98	4
523-162	Power Inverter, Model# PP300AC	Whistler Corporation	151563		03/16/98	4
	Quantity On Hand:	7				
C11	Slim Zone Sampler, Brass, Part# ZS-B2R.S.	Lee Co.	None		10/06/94	4
C34	Slim Zone Sampler, Brass, Part# ZS-B2R.S.	Lee Co.	None		03/14/95	4

C35	Slim Zone Sampler, Brass, Part# ZS-B2R.S. Lee Co.	None	03/14/95	4
523-107	Slim Zone Sampler, Brass, Part# ZS-B2R.S. Lee Co.	None	09/06/96	4
523-108	Slim Zone Sampler, Brass, Part# ZS-B2R.S. Lee Co.	None	09/06/96	4
523-164	Slim Zone Sampler, Brass, Part# ZS-B2Tully Enterprises			
None	03/25/98	4		
523-165	Slim Zone Sampler, Brass, Part# ZS-B2Tully Enterprises	None	03/25/98	4
	Quantity On Hand:	7		
C13	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	11/08/94	4
C14	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	11/08/94	4
C15	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	11/08/94	4
C16	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	11/08/94	4
C36	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	05/12/92	4
C37	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	05/12/92	4
C38	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	05/12/92	4
C39	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	05/12/92	4
C71	Quart Bottle Sampler, Part# A70Q R.S. Lee Co.	None	05/12/92	4
	Quantity On Hand:	9		
523-147	Brass Cylinder Sampler Tully Enterprises	None	9/12/97	4
	Quantity On Hand:	1		
C21	Ultratwin Respirator (small), M#480263 USA Services, Inc.			
None	05/26/93	4		
C42	Ultratwin Respirator (medium), M#471286 USA Services, Inc.	None	04/15/92	4
C43	Ultratwin Respirator (large), M#480267 USA Services, Inc.	None	05/26/93	4
C44	Ultratwin Respirator (large), M#480267 USA Services, Inc.	None	05/26/93	4
C45	Ultratwin Respirator (large), M#471310 USA Services, Inc.	None	04/15/92	4
C46	Ultratwin Respirator (large), M#471310 USA Services, Inc.	None	04/15/92	4
C47	Ultratwin Respirator (large), M#471310 USA Services, Inc.	None	04/15/92	4
C48	Ultratwin Respirator (medium), M#471286 USA Services, Inc.	None	11/30/94	4
C49	Ultratwin Respirator (small), M#471298 USA Services, Inc.	None	04/15/92	4
C50	Ultratwin Respirator (small), M#471298 USA Services, Inc.	None	04/15/92	4
C53	Ultratwin Respirator (small), M#480263 USA Services, Inc.	None	05/26/93	4
	Quantity On Hand:	11		
523-124	Omnivision Combo VHS VCR/TV, #PV-M2037 Panasonic A7AC1526		03/10/97	4
	Quantity On Hand:	1		
523-186	Scale, mail 250 pound Pelouze	None	11/23/98	4
	Quantity On Hand:	1		
017-001	Digital camera, Model DX6340 Kodak KCKCJ32600704		8/19/03	4
017-002	Digital camera, Model DX7440 Kodak KCKDF42210978		8/19/03	4
	Quantity On Hand:	2		
017-003	Engine Code Scanner, EZ-Scan 4000 AutoXray	7009810	12/23/03	4
	Quantity On Hand:	1		
017-004	Dial depth gage w/case, 450M-150 Starrett	none	6/9/04	4
017-005	Hole gage set 6 piece, S579HZ Starrett	none	6/9/04	4
017-006	Electronic digital caliper w/case, 721A6/150 Starrett	none	6/9/04	4
017-007	Digital micrometer 50mm w/case, 216MXRL-50 Starrett	none	6/9/04	4
017-008	Digital micrometer 75mm w/case, 216MXRL-75 Starrett	none	6/9/04	4
017-009	End measuring rods (25, 50, 75), 234MA Starrett	none	6/9/04	4
017-010	Electronic digital caliper, 500-171 CD-6C Mitutoyo	4427304	11/1/04	4
017-011	Dial indicator, 50mm with 4" base Starrett	none	12/29/04	4
017-013	Dial indicator, 50mm with 4" base Starrett	none	3/8/05	4
	Quantity On Hand:	9		
017-012	eTrex Legend 8MB GPS Garmin	87778859	2/24/05	4
017-014	eTrex Legend C 24MB GPS Garmin	77825787	3/14/05	4
	Quantity On Hand:	2		

Code 6: Used-poor		
Code 7: Repairs required-good	Total Cost	
Code 8: Repairs required-fair	Total Pieces	78
Code 9: Repairs required-poor		
Code X: Salvage		
Code 4: Used-good		
Code 5: Used-fair		

ATTACHMENT 3

QUALITY ASSURANCE MANAGEMENT PLAN

Here is the main address for the quality management plan requirements referred to in the QA review form:

<http://www.epa.gov/quality/qmps.html>

This is the R-2 document:

<http://www.epa.gov/quality/qs-docs/r2-final.pdf>

and this is the quality manual:

<http://www.epa.gov/quality/qs-docs/5360.pdf>

Here is the main page for quality assurance project plans:

<http://www.epa.gov/quality/qapps.html>

ATTACHMENT 4

INVOICE INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS  
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

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(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page        of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

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INVOICE PREPARATION INSTRUCTIONS  
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

#### SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

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Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

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Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

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#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect

costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

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## FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.